

PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made this 7th day of March, 2003, by Phairson Medical, Inc., a Delaware corporation ("Assignor"), in favor of Life Medical Sciences, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are parties to an Asset Purchase Agreement dated as of March 7, 2003.

For good and valuable consideration, as stated in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby sells, assigns and transfers to Assignee, absolutely and unconditionally, the full and exclusive right, title, and interest in and to each of the patents and pending patent applications as set forth on Attachment A hereto, as well as to all inventions represented thereby, and any renewals, extensions, reissues or reexaminations of those patents and any divisions, renewals, extensions, continuations or continuations-in-part, of those applications and all patents resulting from any of the foregoing ("Patent Rights"), and further including, in all countries, the right to claim priority based on the applications, the Patent Rights to be held and enjoyed by Assignee to the full end of the term for which those patents are granted, as fully and entirely as they could have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights of actions for past infringement thereof including the right to recover damages for said infringement;
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the Patent Rights to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment;
3. Assignor hereby represents and warrants that Assignor has the full right to convey the entire interest herein assigned without conflict with the rights of others, and that Assignor has not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith; and
4. Assignor hereby further covenants and agrees that Assignor will communicate to Assignee, its successors, legal representatives and assigns, any facts and documents known to Assignor respecting the Patent Rights, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Patent Rights in all countries.
5. In the event of any inconsistency between this Assignment and the terms of the Asset Purchase Agreement, dated as of the date hereof (th "Asset Purchase

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Agreement"). between Assignor, Assignee, and Phairson Medical Limited, the terms of the Asset Purchase Agreement shall be controlling.

6. This Assignment shall be construed in accordance with and governed by the law of the State of New York (without reference to its rules as to conflicts of law).

7. Assignor irrevocably agrees that any legal action, suit or proceeding against it arising out of or in connection with this Assignment or the transactions contemplated hereby or disputes relating thereto (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the United States District Court for the Southern District of New York or, if such court does not have jurisdiction, the state courts of New York located within New York county, and hereby irrevocably accepts and submits to the exclusive jurisdiction of the aforesaid courts in personam, with respect to any such action, suit or proceeding. Assignor waives to the fullest extent permitted by law claim that such action, suit or proceeding brought in the venue specified herein is brought in an inconvenient forum or that such venue is otherwise improper, and any right to trial by jury in any action, suit or proceeding brought to enforce, defend or interpret any rights or remedies under, or arising in connection with or relating to, this Assignment. Assignor irrevocably consents to the service of any and all legal process, summonses, notices and other documents which may be served in any action, suit or proceeding in the United States District Court for the Southern District of New York or the state courts of New York located in New York County, which service may be made by mailing a copy of such process by certified or registered mail, postage prepaid, to the Assignor at its address as provided in Section 10.01 of the Asset Purchase Agreement, with such service to be effective upon receipt.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by its duly authorized officer.

PHAIRSON MEDICAL, INC.

By: 

Date: _____

STATE OF _____)
COUNTY OF _____) s.s.:

On this _____ day of March, in the year 2003, before me appeared _____ to me personally known, who being by me duly sworn did say that he is the authorized officer of the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

EXHIBIT A

All patents and patent applications held by the Phairson group of entities relating to polymer technology.

Country	Application	Filing Date	Patent No./Public. No.	Issue Date/Pub. Date
US	09/256,484	23-Feb. 99		
PCT	US99/14751	29-Jun. 99		
AU	52070/99	29-Jun. 99		
CA	2,363,048	29-Jun. 99		
ED	99937190.9	29-Jun. 99		
JP	2000-600603	29-Jun. 99		
KR	10-2001-7010741	29-Jun. 99		
NZ	513686	29-Jun. 99		
US	09/644,022	23-Aug. 00		
US	09/644,121	23-Aug. 00		
US	09/938,269	23-Aug. 01		
PCT	US00/23072	23-Aug. 00		
US	09/938,286	23-Aug. 01		
PCT	US00/23104	23-Aug. 00		